

EASEMENT FOR ELECTRIC LINES

KNOW ALL MEN BY THESE PRESENTS:

That Kenneth C. Schweitzer and Mable M. Schweitzer his wife, (If grantor is not married add words "an unmarried person") of Lancaster County, Nebraska, in consideration of \$ 1.00 receipt of which is hereby

acknowledged, and the further payment of a sum to make total payment of \$ 15.00 for 1 poles and 20 anchors when set on the following described property, do hereby grant and convey unto the Consumers Public Power District (hereinafter called "District") (and to)

(Leave blank if no other grantee)

its (their) lessees, successors and assigns, the permanent right, privilege and easement of a right-of-way to construct, operate, maintain and remove all necessary poles, wires, guys and other necessary equipment in connection therewith, on and across the following described property situated in Lancaster County, Nebraska, more particularly described as follows:

Lot C and D in the Sub-division of the East one half (E 1/2) of Section twenty-six (26) Township ten (10) North, Range seven (7) East of the 6th P.M., except the west 550 feet of the South 514.8 feet of the North 547.8 feet of the Northeast one-quarter (NE 1/4) of above mentioned Section twenty-six (26).

The pole line herein contemplated shall be located on the property approximately as follows:

One (1) foot south of the south right-of-way line of Highway #34 along the north boundary of the property.

The Grantee(s) shall also have the privilege and easement of ingress and egress across the property to its (their) officers and employees for any purpose necessary in connection with the construction, operation, maintenance, inspection and removal of said line.

The Grantee(s) shall also have the right at any time to trim or remove such trees and underbrush as may in any way endanger or interfere with the safe operation of the lines and equipment used in connection therewith.

The Grantee(s) shall at all times exercise all due care and diligence to avoid injury or damage to the crops, livestock and other personal property of the Grantor, and the Grantee(s) shall indemnify and save harmless the Grantor from any such damage and loss arising or occurring to such property solely by reason of the construction, operation, maintenance and removal of said transmission lines.

The Grantee(s) agree(s) that should the transmission lines constructed hereunder be abandoned for a period of five years, the right-of-way or easement hereby secured shall then cease and terminate, and this contract shall be of no further force and effect.

Signed the 28 day of May, A.D. 1963

WITNESS

H. G. Longacre W. G. Longacre

Kenneth C. Schweitzer Kenneth C. Schweitzer

H. G. Longacre W. G. Longacre

Mabel M. Schweitzer Mabel M. Schweitzer

Grantor

STATE OF NEBRASKA,

COUNTY OF Lancaster

On this 28 day of May 19 69 before me the undersigned, a Notary Public

in and for said County and State, personally appeared Kenneth C. Schmitzer and Mabel M. Schmitzer

personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

M. G. Longacre

Notary Public, G. Longacre

My Commission expires on the 3 day of July 19 69

STATE OF NEBRASKA,

COUNTY OF

On this day of 19 before me the undersigned, a Notary Public

in and for said County and State, personally appeared

personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public

My Commission expires on the day of 19

STATE OF NEBRASKA,

COUNTY OF

On this day of

INDEXED 20-566
GENERAL misc.
COMPARED
PAGED 1

STATE OF NEBRASKA } ss.
Lancaster County }

Filed on numerical index and
filed for record in the Register of
Deeds Office of said County the

20 day of MAY 19 69

at 9 o'clock and

minutes of A. M. and recorded in

Book of MISCEL.

By *William F. Ferguson*
Notary Public
By *William F. Ferguson*
Deputy

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William F. Ferguson
Notary Public